

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH

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HOLIDAY PROVISIONS

FOR

LANDSCAPE OPERATING ENGINEER

IN

**IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE,
RIVERSIDE, SAN BERNARDINO, SAN DIEGO, SAN LUIS OBISPO,
SANTA BARBARA, AND VENTURA COUNTIES**

68-12-33

MASTER LABOR AGREEMENT

between

KCI ENVIRONMENTAL, INC.

and

**THE INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL UNION NO. 12**

This Agreement entered into this 1st day of October, 2007, by and between KCI ENVIRONMENTAL, INC., signatory hereto, hereinafter referred to as the "Employer", and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION NO. 12, affiliated with the Building and Construction Trades Department of the AFL-CIO, hereinafter referred to as the "Union".

PURPOSE

The Employer is engaged in Landscape and Irrigation and Site Development work in Southern California and Nevada, and in the performance of their present and future operations, are employing and will employ workmen under the terms of this Agreement. The Employer wants to be assured of their ability to procure workmen in the geographic area hereinafter defined in Article I, in sufficient number and with sufficient skill to assure continuity of work in the completion of their construction work. The Union and the Employer, by this Agreement, intend to establish uniform rates of pay, hours of employment and working conditions for the employees covered by this Agreement. The Union and the Employer further intend by this Agreement to provide, establish and put into practice an effective method for the settlement of misunderstandings, disputes or grievances, with the thought in mind that the Employer is assured continuity of operation and the employees of the Employer are assured continuity of employment and industrial peace is maintained.

ARTICLE VI
Holidays, Payment of Wages, Meal Periods

A. Holidays:

The following holidays shall be observed on the date designated by Federal Law: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day. If any of the

above holidays should fall on Sunday, the Monday following shall be considered a legal holiday. Work on such days shall be paid for at the holiday overtime rate provided herein. No work shall be performed on Labor Day except in case of extreme urgency when plant life or property is in imminent danger.

E. Holidays:

1. In addition to the holidays defined in this Agreement, Article VI, Paragraph A, the following shall be observed:

a. The first Saturday, following the first Friday in the months of June and December, each year.

b. No work shall be performed on Labor Day or on the first Saturday following the first Friday in the months of June and December of each year, except when life or property is in imminent danger.

F. Additional Pay for Holidays:

1. Work performed on the above holidays and the holidays in Article VI, Paragraph A of this Agreement shall be paid for at the triple (3) rate of pay. When prior notification to the Union is provided and confirmed in writing, double (2) time shall apply for all hours worked or paid on New Year's Day, Memorial Day, Independence Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving Day and Christmas Day. If prior notification is not made, except under circumstances where life or property is in imminent danger, the foregoing holidays shall be at the triple (3) time rate of pay.

2. As an exception to this overtime provision, upon prior notification to the Union, employees performing work on a Dewatering Operation shall be paid at the rate of double (2) time for work performed on Sunday and holidays. On the first Saturday, following the first Friday in the months of June and December of each year, when a permit is obtained from the Union to work because life or property is in imminent danger, time worked shall be at the double (2) time rate. Any time worked on these Saturdays, without a permit, shall be at the triple (3) time rate of pay. All time worked or paid shall be subject to contributions to all Trust Funds contained in this Agreement.